



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, **RLS II Properties Management, Inc.**, whose address is 1898 Ranger Highway, Weatherford, Texas 76088 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated July 13, 2007, unto Dale Property Services, LLC, which is recorded by Oil, Gas and Mineral Lease in Document No. D207303294 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, said Lease was conveyed to Chesapeake Exploration Limited Partnership by that certain Conveyance recorded as Document No. D207437273.

WHEREAS, Chesapeake Exploration, L.L.C. has succeeded to all the interests, rights and obligations of Chesapeake Exploration Limited Partnership under said Lease.

WHEREAS, Lessor and Lessee now desire to amend the Lease and allow for the formation of a larger unit than provided for in the Lease.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby delete the following from paragraph 16:

Lessee's right to pool under this lease shall be limited to a unit or units no larger than forty (40) acres plus he acreage permitted by the "Additional Acreage Assignment" based upon "Horizontal Drainhole Displacement for Horizontal Wells as Provided in Texas Railroad Commission Statewide Rule 86.

and in it's place do hereby insert the following:

The acreage in a pooled unit for a horizontal well shall not exceed 320 acres plus a 10% tolerance.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 5th day of June, 2008, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

D208405798

LESSOR:

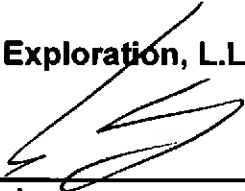
RLS II Properties Management, Inc.



Richard L. Stuart II
President

LESSEE:

Chesapeake Exploration, L.L.C.



Henry J. Hood
Senior Vice President – Land and Legal
& General Counsel

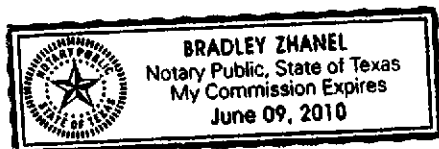
ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this the 5th day of June, 2008, by Richard L. Stuart, President of **RLS II Properties Management, Inc.**, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas

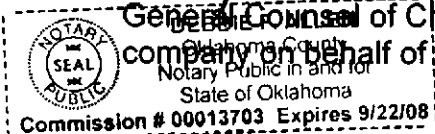
ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this the 11th day of August, 2008, by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company on behalf of said company.

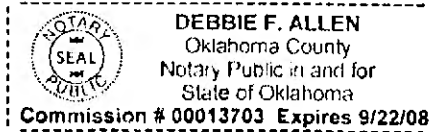


Notary Public, State of Oklahoma

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA §
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COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the 11th day of August, 2008, by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company on behalf of said company.



Debbie F. Allen
Notary Public, State of Oklahoma

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154